

RESOLUTION NO. 12-53

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING A TEMPORARY CONSTRUCTION AND STAGING EASEMENT AGREEMENT WITH THE GRAHAM COMPANIES, A FLORIDA CORPORATION, TO CONSTRUCT AN ACCESS ROAD AND INSTALL VARIOUS ACCESS ROAD FACILITIES AND TO INSTALL, CONSTRUCT AND MAINTAIN CERTAIN WATER WELL SITES AND RELATED FACILITIES ON PROPERTY OWNED BY THE GRAHAM COMPANIES IN CONNECTION WITH THE COMPLETION OF INFRASTRUCTURE IMPROVEMENTS FOR THE HIALEAH REVERSE OSMOSIS WATER TREATMENT AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO THE TEMPORARY CONSTRUCTION AND STAGING EASEMENT AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO AND MADE AS EXHIBIT "1".

WHEREAS, the City of Hialeah, Florida and The Graham Companies have agreed to enter into a temporary construction and staging easement agreement to construct an access road and to install various underground potable water pipes, drainage facilities, and underground utility lines and related conduits within the access road, and to install, construct and maintain certain water well sites and related facilities on or within certain well sites located on property owned by The Graham Companies; and

WHEREAS, the well sites and water lines connecting to the well sites are critical to the completion of the Hialeah Reverse Osmosis Water Treatment Plant; and

WHEREAS, the City finds that this easement agreement, which includes purchase agreement terms, is in the best interest of the health, safety and welfare of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The Mayor and the City Council of the City of Hialeah, Florida hereby approves a Temporary Construction and Staging Easement Agreement with The Graham Companies, a Florida corporation, to construct an access road and install various access road facilities and to install, construct and maintain certain water well sites and related facilities on property owned by The Graham Companies in connection with completion of infrastructure improvements for the Hialeah Reverse Osmosis Water Treatment.

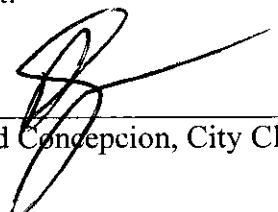
Section 3: The City Council authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into the Temporary Construction and Staging Easement Agreement, a copy of which is attached hereto and made a part hereof as Exhibit "1".

PASSED AND ADOPTED this 24th day of April, 2012.


Isis Garcia-Martinez
Council President

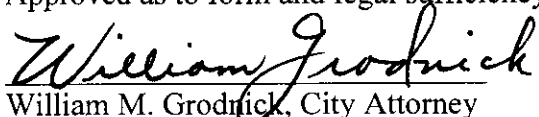
Attest:

Approved on this 25 day of April, 2012.


David Concepcion, City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


William M. Grodnick, City Attorney

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Resolution was adopted by a 6-0-1 vote with Councilmembers, Caragol, Casals-Munoz, Cue-Fuente, Garcia-Martinez, Gonzalez and Lozano voting "Yes", Councilmember Hernandez abstained.

Prepared By:
Joseph G. Goldstein, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

After Recording, Return To:
City of Hialeah
501 Palm Avenue
Hialeah, Florida 33010
Attention: William Grodnick, Esq.

TEMPORARY CONSTRUCTION AND STAGING EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION AND STAGING EASEMENT AGREEMENT (the "**Agreement**") is made and entered into as of ____ of April, 2012 by and between THE GRAHAM COMPANIES, a Florida corporation (the "**Grantor**") and THE CITY OF HIALEAH (the "**Grantee**").

RECITALS:

A. Grantor is the owner of that certain tract of land located in Miami-Dade County, Florida legally described in **Exhibit "A"** attached hereto and made a part hereof ("**Section 8 Property**"), except for certain undivided interests as tenants in common with Grantor in a portion of the Section 8 Property owned by certain affiliated parties ("**Other Owners**").

B. Grantee is the owner of that certain parcel of real property west of the Section 8 Property ("**Grantee Property**"), upon which Grantee has commenced construction of a Reverse Osmosis Water Treatment Plant ("**Treatment Plant**").

C. In connection with the operation of the Treatment Plant, Grantee has requested from Grantor the right: (i) to construct an access road and to install various underground potable water pipes, drainage facilities, and underground Utility lines and related conduits within the access road ("**Access Road Facilities**"), and (ii) to install, construct and maintain certain water well sites and related facilities ("**Water Facilities**") on and within certain well sites; all on the portions of the Section 8 Property owned 100% by Grantor and hereinafter described. The Access Road Facilities and the Water Facilities shall hereinafter be referred to as the "**Facilities**".

D. In connection with the Facilities, Grantor and Grantee are in the process of negotiating a Purchase and Sale Agreement ("**Purchase Agreement**") pursuant to which Grantee will purchase from Grantor (i) that certain portion of the Section 8 Property preliminarily described in **Exhibit "B"** attached hereto and made a part hereof ("**Access Road Property**") to be used for the Access Road Facilities, and (ii) that certain portion of the Section 8 Property preliminarily described in **Exhibit "C"** attached hereto and made a part hereof ("**Well Site Properties**") upon which the Water Facilities shall be constructed.

E. In connection with the construction and installation of the Facilities, Grantee has requested that Grantor allow Grantee to utilize the area legally described on **Exhibit "D"** attached hereto and made a part hereof ("**Easement Area**") for the construction of the Facilities and as a construction staging area during the construction of the Facilities, as hereinafter provided. The Easement Area includes the Access Road Property and the Well Site Properties, together with certain property adjacent to the Access Road Property and the Well Site Properties within the Section 8 Property and owned 100% by Grantor.

F. Notwithstanding that Grantor and Grantee have not entered into the Purchase Agreement, Grantee has requested the execution and delivery of this Agreement to permit Grantee to commence construction of the Facilities.

G. The Facilities will be constructed in accordance with the Plans for Proposed Hialeah—ROWTP Pipelines, dated February 2012, prepared for the Grantee by SRS Engineering, Inc. (as amended or modified from time to time, the "**Plans**").

H. In connection with the construction, use and installation of the Facilities, Grantee has agreed that it shall be responsible for the obligations and liability with respect to the Section 8 Property provided in this Agreement.

I. Prior to the execution and delivery of this Agreement, and the acceptance of the obligations and liabilities of Grantee under this Agreement, Grantee has received all applicable approval required for the execution, delivery and acceptance by Grantee of this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Recitals.** The Recitals to this Agreement are true and correct and are hereby incorporated by reference and made a part hereof.

2. **Grant of Easement.** Grantor hereby grants to Grantee a temporary easement ("**Construction Easement**") to utilize the Easement Area for the construction and installation of the Facilities and the staging and storage of construction materials and equipment in connection with Grantee's construction of the Facilities, all of which shall

be completed in accordance with the Plans. Grantee shall not make any modifications to the Plans which may be materially adverse to Grantor or the Section 8 Property without Grantor's prior written consent. Any consent provided by Grantor with respect to the Plans, or any amendments or modifications thereto, shall be for the sole purpose of Grantor's rights only, shall not be relied upon by any other party, and shall not be, or be deemed to be, an opinion of Grantor with respect to the adequacy, legality or sufficiency of the Plans.

3. **Purchase Agreement Terms.** The Purchase Agreement will provide that the consideration for the purchase of the Access Road Property and the Well Site Properties will include the Cash Purchase Price (as hereinafter defined) and the Other Grantee Obligations (as hereinafter defined). The "**Cash Purchase Price**" shall be an amount equal to the appraised value of the Access Road Property and the Well Site Properties. The "**Other Grantee Obligations**" shall include, among other things,: (i) the obligation of Grantee to provide and maintain a landscape buffer around the Well Site Properties acceptable to Grantor, (ii) the obligation of Grantee to use best efforts to cause Miami-Dade County, Florida to reserve 100,000 gallons of potable water per day for twenty (20) years for the beneficial use of future development of the Section 8 Property, which will allow for the approval of site plans and the issuance of appropriate water and sewer service agreements to serve the Section 8 Property, (iii) the obligation of Grantee to reroute the Access Road Facilities within the Section 8 Property if requested by Grantor in connection with any future Florida Turnpike interchange, and (iv) the obligation to utilize the Access Road Property and the Well Site Properties only for the Facilities and for no other purpose. Notwithstanding any reference herein to the Purchase Agreement, no obligation is contained in this Agreement to purchase or sell all or any portion of the Section 8 Property. Any such obligation, if any, shall only occur if and when a purchase and sale agreement is entered into acceptable to Grantor and Grantee and approved by all appropriate authorities. In the event of the Termination of this Agreement, item (ii) of the Other Grantee Obligations shall survive whether or not Grantee acquires the Access Road Property and the Well Site Properties and the remaining Other Grantee Obligations shall survive in the event of the acquisition of the Access Road Property and the Well Site Properties.

4. **Termination.** The Construction Easement shall automatically terminate without further action by Grantor or Grantee on the earlier to occur of: (i) the date on which Grantee completes the construction of the Facilities; (ii) the failure of Grantee to acquire the Access Road Property and the Well Site Properties by July 24, 2012, or (iii) December 31, 2012 ("**Term**"). Upon the expiration of the Term, the Construction Easement and this Agreement shall automatically terminate without any further action by Grantor and Grantee, except for the obligations or agreements of Grantee that expressly survive termination of this Agreement.

5. **Permitted Use.** Grantee shall not be permitted to use the Easement Area except for the purposes of constructing and installing the Facilities and as a construction staging area in connection with the construction and installation of the Facilities. The Water Facilities shall be constructed only on the Well Site Properties and the Access Road Facilities shall be constructed only on the Access Road Property.

6. **Coordination During Access and Construction.** The Section 8 Property is used by Grantor and the Other Owners for agricultural purposes. There are cattle and cattle operations located on the Section 8 Property. In connection with this Agreement and the Easement Property, Grantee will coordinate its activities with Grantor to minimize disruption to the cattle and cattle operations located on the Section 8 Property, including reasonable prior notice of any activities on or about the Section 8 Property which may necessitate the temporary relocation of the cattle within the Section 8 Property or relocation of any fencing, all of which will be at the sole cost and expense of Grantee. The provisions of this Section shall survive the termination of this Agreement.

7. **Contractual Responsibility of Grantee with respect to Environmental Status of the Property/ Property Restoration.** Although Grantee has not conducted environmental due diligence on the Easement Area, Grantee is unaware of any Hazardous Materials (as hereinafter defined) located on the Easement Area or any present violations of any applicable Environmental Laws (as hereinafter defined) on the Easement Area. Grantee will have sole control of the Easement Area during the Term and will be solely responsible to ensure that (i) the Easement Area remains free from the presence, release and contamination of any Hazardous Materials not present on the Easement Area as of the date of this Agreement, and (ii) Grantee complies with all present or future federal, state or local laws, rules, regulations and orders pertaining to the environmental regulation, health, safety, contamination or clean-up ("**Environmental Laws**") with respect to the Easement Area during the Term. Notwithstanding the foregoing, in connection with the use of the Easement Area, Grantee may temporarily have Hazardous Materials necessary for construction of the Facilities on the Easement Property during construction, provided the same are pursuant to validly issued permits and in full compliance with all Environmental Laws. In addition to any other indemnification or other agreement provided for herein, Grantee shall be responsible for any and all costs and damages occurring during the Term resulting from environmental contamination by Hazardous Materials not present on the date of this Agreement on the Easement Area or the failure of Grantee to comply with applicable Environmental Laws during construction of the Facilities on the Easement Area. Grantee shall also be responsible to ensure that the remainder of the Section 8 Property remains free from the presence, release and contamination of Hazardous Materials, and free from noncompliance with applicable Environmental Laws, resulting from the use of the Easement Area hereunder and the construction and installation of the Facilities. In addition to any other indemnification or other agreement provided for herein, Grantee shall be responsible for any and all costs and damages occurring during the Term resulting from environmental contamination by Hazardous Materials on the remainder of the Section 8 Property, or the failure of such property to comply with applicable Environmental Laws, resulting from the use of the Easement Area during the Term.

8. **Drainage Facilities.** In connection with the construction of the Facilities, Grantee shall, at its sole cost and expense, engineer and construct sufficient surface water drainage for the Access Road Property and for the Well Site Properties so that the surface water from the Access Road Property and from the Well Site Properties does not drain onto the remainder of the Section 8 Property. In addition, in connection with the construction of the Facilities, Grantee will install, at its sole cost and expense, drainage

culverts within the Access Road Property sufficient to provide drainage under the Access Road property to the canal located west of the Access Road Property. The drainage plans must be acceptable to Grantor.

9. **Wetlands and Duty to Restore.** In connection with the construction of the Facilities and the use of the rights of Grantee under this Agreement, without limiting any other obligation of Grantee hereunder to comply with Applicable Laws (as hereinafter defined), Grantee shall at its sole cost and expense comply with all Applicable Laws regarding wetlands and shall be responsible for any and all mitigation or other costs incurred in connection with any removal, damage or permitting regarding wetlands on the Section 8 Property with respect to or related to the construction or use of the Facilities. Grantee, at Grantee's sole cost and expense, shall restore the portion of the Easement Area that does not include the Access Road Property or the Well Site Property to substantially the same condition as existed as of the date of this Agreement, including all wetlands restoration required. In addition, partial completion of the Facilities shall not be permitted. Consequently, in the event that construction of the Facilities commences, Grantee shall be obligated, at its sole cost and expense, to either complete construction of the Facilities prior to the expiration of the Term or to restore the Access Road Property and the Well Site Property to substantially the same condition as existed as of the date of this Agreement, such restoration to occur on or before the expiration of the Term. Without limiting the foregoing, all restoration obligations shall include restoration of any affected wetlands in accordance with all Applicable Laws. This provision shall survive the termination of the Agreement.

10. **Joinder In, or Execution of, Licenses and Permits.** Grantor agrees to reasonably cooperate with Grantee in the event it is necessary for Grantor to execute and join in any licenses or permits required in the construction of the Facilities. as a result of ownership of the Easement Property by Grantor. In connection with any such execution or joinder, Grantee shall be responsible for all costs, liability and compliance with such permits or licenses. This provision shall survive the termination of the Agreement.

11. **As-Is/No Representations** Prior to the execution and delivery of this Agreement, Grantee has been provided with the opportunity to inspect, investigate and test the Section 8 Property, including all physical, legal, environmental and title matters regarding the Section 8 Property, and to determine whether the Easement Property is suitable for Grantee's permitted and intended use hereunder. Grantor, and no parties representing Grantor, have made any representations to Grantee of any nature whatsoever regarding the Section 8 Property. In electing to proceed with this Agreement and the use of the Easement Property, Grantee will be accepting its rights hereunder with respect to the Easement Property on an "as is" basis and will rely solely upon its own inspections and investigations in electing to proceed. This paragraph shall survive termination of the Agreement.

12. **Indemnity/Environmental.** Grantee hereby agrees to indemnify, defend and holds harmless Grantor, the Other Parties and their directors, officers, employees, contractors, agents, successors and assigns, from and against all claims, causes of actions, liabilities, obligations, judgments, damages, penalties, fines, losses, costs and expenses

(including, without limitation, reasonable attorneys' fees and disbursements), whether foreseen or unforeseen, directly or indirectly arising from or related to the presence of, release of, or exposure to, any Hazardous Substance on, under or from the Facilities or any non-compliance with any Environmental Law, except to the extent resulting from any Hazardous Substance brought onto the Easement Area by Grantor. This paragraph shall survive termination of the Agreement.

13. **Right of Entry.** Grantor, or any of its agents or contractors, shall have the right to enter the Easement Area upon reasonable prior notice to confirm that Grantee's activities on the Easement Area are in compliance with the terms and conditions of this Agreement. Notwithstanding the foregoing, in the event of an emergency, no prior notice shall be required.

14. **Governmental Regulations.** Grantee agrees to fully comply with all municipal, county, state and federal laws, ordinances, rules, regulations, standards and guidelines of any governmental entity, agency or authority having jurisdiction over the Section 8 Property or Grantee's use of the Easement Area. Grantee shall pay all costs and expenses, and shall reimburse, indemnify, and hold harmless Grantor for and against any and all costs and expenses incurred by Grantor (including, without limitation, any and all fines, civil penalties, damages, and attorneys' fees and expenses) in connection with any non-compliance with any Applicable Laws, in connection with the use of the Easement Property by Grantee, its agents and contractors. This provision shall survive termination of this Agreement.

15. **Lien.** Grantee agrees to pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and agrees not to permit any mechanic's liens or other liens to be placed upon the Easement Area, and to indemnify Grantor against all expenses, costs and charges of whatever nature, including bond premiums for release of liens and attorneys' fees and costs reasonably incurred by Grantor as a result of the filing of any such liens, judgments, or encumbrances caused or suffered by Grantee or any of its agents or contractors. If any such lien is made or filed, Grantee shall discharge the same of record (whether by transfer bond or other method sufficient to remove the lien from the property) within thirty (30) days after the same has been made or filed. In the event any such lien is filed with respect to the Easement Area, then, in addition to any other rights or remedies of Grantor, Grantor, may, but shall not be obligated to, discharge same, and Grantee shall within ten (10) days of written demand reimburse Grantor for all such expenses, costs and charges incurred by Grantor. Notwithstanding the foregoing, no party shall have the right to place a lien on all or any portion of the Section 8 property as a result of work by or on behalf of Grantee. The provisions of this paragraph shall survive termination of this Agreement.

16. **Indemnification.** Grantee, at all times, subject to applicable law, will defend, indemnify and hold harmless Grantor and the Other Parties from all losses, damages, liabilities and expenses, including reasonable attorneys' fees and costs (including fees on appeal and in bankruptcy or insolvency proceedings), which may arise or be claimed against Grantor or the Other Owners and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons,

firms or corporations, consequent upon or arising from the use or occupancy of the Easement Area by Grantee or Grantee's agents or contractors, or consequent upon or arising from any acts, omissions, neglect or fault of Grantee or Grantee's agents or contractors, or consequent upon or arising from Grantee or Grantee's or Grantee's agents or contractors failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided. Grantee will defend, indemnify and hold harmless Grantor and the Other Owners from all damages, liabilities, losses, injuries, or expenses, including reasonable attorneys' fees and costs (including fees on appeal and in bankruptcy or insolvency proceedings), which may arise or be claimed against Grantor or the other owners and in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms, or corporations, where said injuries or damages arose about or upon the Easement Area. All personal property placed or moved into the Easement Area shall be at the risk of the Grantee or the owner thereof, and Grantor shall not be liable to Grantee for any damage to said personal property. The provisions of this paragraph shall survive termination of the Agreement.

17. **Waiver of Sovereign Immunity.** To the extent permitted by applicable law, Grantee hereby specifically waives sovereign immunity liability limitations as to the rights and remedies available to Grantee and the Other Owners pursuant to, or in connection with, this Agreement with respect to matters occurring or arising during the Term.

18. **Insurance.** Grantee shall maintain and require all of its contractors, subcontractors, agents and permitted assigns to maintain at the sole expense of each, throughout the term of this Agreement, the insurance set forth in **Exhibit "E"** attached hereto. Grantor shall be an additional named insured under such policies and shall be entitled to thirty (30) days written notice of any cancellation or modification of said policies. The insurance policies shall provide that they are primary in coverage, regardless of whether or not Grantor has other collectible insurance. Prior to commencement of use of the Easement Area, Grantee shall be provided with certificates for the insurance reasonably acceptable to Grantee, which insurance shall be maintained throughout the Term. Upon request, a certificate or duplicate policy(ies) showing such policy(ies) in force shall be delivered to Grantor, as well as updated or renewed certificates or policies. The provisions of this paragraph shall survive the termination of this Agreement .

19. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto, it being understood and agreed that no provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Grantor and Grantee. With respect to all obligations of Grantee hereunder concerning any portion of the Section 8 Property owned in whole or in part by the Other Parties, such other parties shall be deemed third party beneficiaries hereunder.

20. **Survival of Indemnities.** All representations, warranties and indemnities of Grantee under this Agreement shall survive termination of this Agreement.

21. **Certain Defined Terms.**

A. **Applicable Laws** shall mean any and all present or future laws, statutes, codes, ordinances, orders, decisions, rules, regulations or guidelines of any governmental authority affecting or governing the Easement Area or the Section 8 Property, any portion thereof, the Grantor, the Other Owners, the Grantee, the and/or this Agreement (as applicable).

B. **Hazardous Material (s)** shall mean any hazardous, toxic or harmful substance, waste, pollutant or contaminant (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances and raw materials which include hazardous constituents) and any other substance or material which is regulated by any Environmental Law, including any substance falling within the definition of hazardous waste, hazardous substance or hazardous material as set forth in the United States Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. or any other federal, state or local statutes, regulations and ordinances which are applicable to the handling, transportation, storage or disposal of hazardous waste, hazardous substances or hazardous materials. The term includes waste contaminated with substances which are regulated as hazardous, regardless of whether or not the concentration or the nature of such contamination renders the waste a hazardous waste.

22. **General Provisions.**

C. **Words of Gender.** Wherever herein the context so requires, the use of the singular shall include the plural, the use of masculine shall include the feminine or the neuter and the use of representative shall include trustee, receiver, executor, etc.

D. **Integration.** This instrument together with all other exhibits hereto embodies the whole agreement of the parties with respect to the subject matter hereof, and there are no promises, terms, conditions, or obligations other than those herein contained. This Agreement shall supersede all previous letters of intent, communications, discussions, representations, advertisements, brochures, proposals, or agreements, either verbal or written, between the parties hereto (and their officers, directors, employees, agents, and beneficiaries) and not herein contained. All exhibits to this agreement are incorporated herein by reference.

E. Severability. In the event that any part, term, or provision of the Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular party, term, or provision held to be invalid or unenforceable.

F. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but, all of which together shall constitute one and the same instrument.

G. Captions. Captions are included for convenience only and shall be given no legal effect whatsoever.

H. Amendment. This Agreement shall not be amended or modified in any manner, except, in writing executed by the Grantor and Grantee or their respective successors and/or assigns.

I. Applicable Law. This Agreement and all questions of interpretation, construction, and enforcement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. Any legal action brought in connection with this Agreement shall be filed exclusively in Miami-Dade County, Florida.

J. Notices. All notices given, pursuant hereto, shall be in writing and be either (i) personally delivered, (ii) sent by Federal Express or other nationally recognized overnight courier service, or (iii) sent by certified mail, return receipt requested, postage prepaid Delivery shall only occur upon actual delivery as addressed below or refusal to accept delivery. Notices shall be sent as follows:

If to Grantor: The Graham Companies
6843 Main Street
Miami Lakes, Florida, 33014 – 9310
Attention: Stuart S. Wyllie, President and CEO
Phone: (305) 821 –1130
Fax: (305) 817-4196

With a copy to: Steven A. Landy, Esq.
Greenberg Traurig, PA
333 SE. 2nd Ave.
Miami, Florida 33131 – 3238
Phone: (305) 579-0758
Fax: (305) 961-5758

If to Grantee: City of Hialeah Department of Water and Sewers
3700 West 4 Avenue
Hialeah, Florida 33012
Attention: Director of Public Works
Phone: (305) 556-3800
Fax: (305) 827-0811

With a copy to: City of Hialeah
501 Palm Avenue
Hialeah, Florida 33010
Attention: Office of the Mayor
Phone: (305) 883-5800
Fax: (305) 883-5896

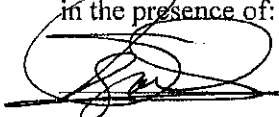
K. Enforcement and Remedies. If either party hereto fails to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting party shall have the right, at its option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein (i) bring an action for the recovery of damages in a court of competent jurisdiction, and/or (ii) bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

L. Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

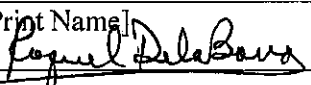
M. Waiver of Right to Trial by Jury. Grantor and Grantee, to the fullest extent permitted by applicable law, hereby waiver, relinquish and forego the right to a trial by jury in any action or proceeding based upon, arising out of, or in any way related to this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:



SILVIA LEZCANO


[Print Name]


Raquel DelaBarra

[Print Name]

GRANTOR:

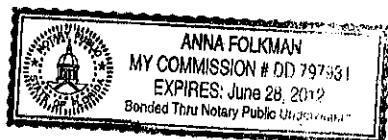
THE GRAHAM COMPANIES
a Florida corporation


By: 
Name: STUART
Title: PRESIDENT

State of Florida)
)ss:
County of Miami-Dade)

The foregoing instrument was acknowledged before me this 24 day of April,
2012 by Stuart S. Wyllie, the President and Chief Executive Officer of The Graham
Companies, a Florida corporation, on behalf of said corporation. He/~~She~~ is personally
known to me (YES) ~~(NO)~~ or who has produced
_____ as identification.

[NOTARY SEAL]





Notary Public
Print Name: Anna Folkman
Commission Number: _____

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUE]

Signed, sealed and delivered
in the presence of:

GRANTEE:

CITY OF HIALEAH

[Print Name]

By: _____
Name: _____
Title: _____

[Print Name]

Approved As To Form And Legal Sufficiency:

By: _____
William Grodnick, City Attorney

Attest: _____

State of Florida)
)ss:
County of Miami-Dade)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by _____, the _____ of the City of Hialeah, on behalf of said municipality. He/She is personally known to me (YES) (NO) or who has produced _____ as identification.

[NOTARY SEAL]

Notary Public
Print Name: _____
Commission Number: _____

EXHIBIT "A"
Legal Description
Section 8 Property

Parcel 1:

That portion of the Plat of CHAMBERS LAND COMPANIES SUBDIVISION, in Section 8, Township 52 South, Range 40 East, according to the Plat thereof recorded in Plat Book 2, at Page 68, of the Public Records of Miami-Dade County, Florida, lying Southeasterly of the Homestead Extension of the Florida Turnpike, (State Road 821), less the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 8 and less the South and West 60 feet thereof for canal right-of-way.

Parcel 2:

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 52 South, Range 40 East, less the South 60 feet thereof, as shown on that Plat of CHAMBERS LAND COMPANIES SUBDIVISION, according to the Plat thereof recorded in Plat Book 2, at Page 68, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "D"
EASEMENT AREA

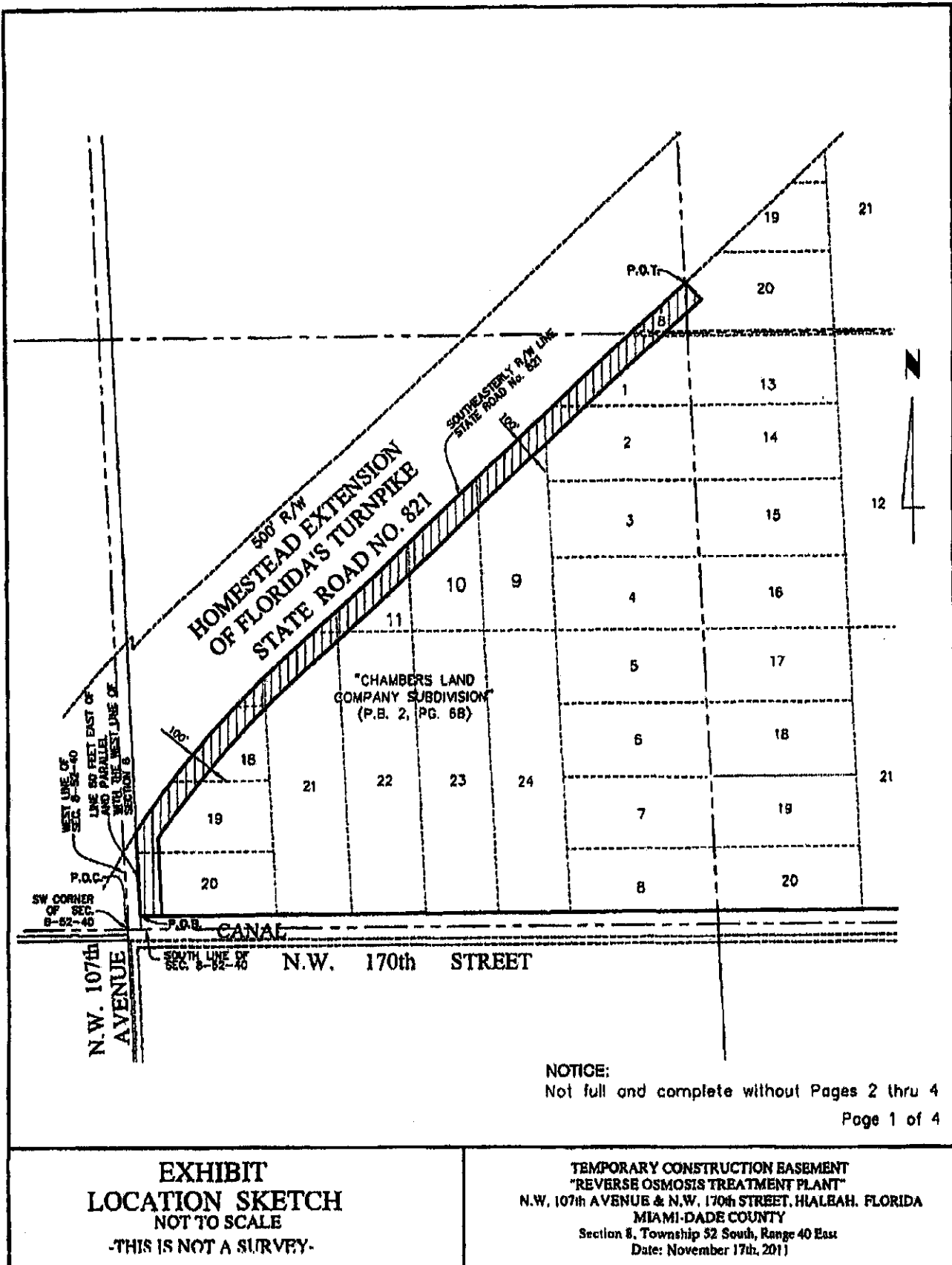


EXHIBIT
LOCATION SKETCH
NOT TO SCALE
-THIS IS NOT A SURVEY-

TEMPORARY CONSTRUCTION EASEMENT
"REVERSE OSMOSIS TREATMENT PLANT"
N.W. 107th AVENUE & N.W. 170th STREET, HIALEAH, FLORIDA
MIAMI-DADE COUNTY
Section 8, Township 52 South, Range 40 East
Date: November 17th, 2011

EXHIBIT "D"
EASEMENT AREA

LEGAL DESCRIPTION:

A 100 feet wide temporary construction easement lying East and Southeasterly of the following described Southeasterly Right of Way line of State Road No. 821, Homestead Extension of Florida's Turnpike, located in a portion of Section 8, Township 52 South, Range 40 East, lying and being in Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southwest corner of Section 8, Township 52 South, Range 40 East; thence N89°41'47"E, along the South line of said Section 8 for a distance of 60.05 feet; thence N02°37'46"W, for a distance of 60.06 feet to the Point of Beginning; thence continue N02°37'46"W, along a line 60 feet East of and parallel with the West line of said Section 8, for a distance of 373.43 feet to intersect with the Southeasterly Right of Way Line of State Road No. 821, Homestead Extension of Florida's Turnpike, being also a point on a non tangent circular curve, at which point the radial bears S56°19'50"E; thence along said circular curve concave southeasterly, having for its elements a radius of 4365.66 feet, a central angle of 13°47'07" and an arc distance of 1050.37 feet to a Point of Tangency; thence N47°27'17"E, along said Southeasterly Right of Way line of the State Road No. 821 for a distance of 2434.17 feet to the Point of Termination. The side lines of said easement to be shortened or prolonged to meet at angle points.

Containing 381,517 Square Feet or 8.76 Acres, more or less, by calculations.

NOTICE:

Not full and complete without Pages 1, 2 & 4
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**EXHIBIT
LEGAL DESCRIPTION**

-THIS IS NOT A SURVEY-

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EXHIBIT "E"

Prior to entering into the Easement Property and performing any work thereon, Grantee must deliver to Grantor a certificate or other evidence of insurance reasonably satisfactory to Owner evidencing that Grantee's agents and contractors each has in place (1) commercial general liability insurance with combined single limits of at least Two Million Dollars (\$2,000,000) for bodily or personal injury or death, with a deductible not to exceed Three Hundred Thousand Dollars (\$300,000), (2) property damage insurance in the amount of at least Two Million Dollars (\$2,000,000), with a deductible not to exceed Three Hundred Thousand Dollars (\$300,000), (3) and (4) workers' compensation insurance in accordance with applicable law, which insurance shall (A) name as additional insureds thereunder Grantor and such other parties holding insurable interests as Grantor may designate, (B) be written by a reputable insurance company having a rating acceptable to Grantor (C) require thirty (30) days' advance written notice to Owner of any cancellation or modification of said policies, (D) be maintained during the pendency of this Agreement and the pendency of any obligations hereunder that survive termination hereof, and (E) be primary in coverage, regardless of whether or not Grantor has other collectible insurance. Upon request from Grantor, Grantee will, in a reasonably prompt manner, deliver to Grantor a certificate or duplicate policy(ies) showing such policy(ies) in force, as well as updated or renewed certificates or policies. The provisions of this Section shall survive the termination of this Agreement.